

BANKRUPTCY NOTICING CENTER PROGRAM
AWARD FEE PLAN

1.0 GENERAL

This plan will be used by the Bankruptcy Noticing Center (BNC) Performance Evaluation Board (hereinafter "Board") in the administration of award fee provisions under this Contract. Any Changes to this Attachment will be incorporated into the contract by a unilateral modification.

The Government's award fee determination will be based on the Contractor's performance in accordance with this Award Fee Plan (AFP). The AFP may be revised unilaterally by the Government prior to the beginning of any evaluation period. **The Government will consider alternative approaches that are set forth in the Contractor's annual award fee report.**

2.0 AWARD FEE OVERVIEW

The Government will determine whether to award up to \$2,300,000 per contract year as an award fee payment in accordance with this plan. The award fee evaluation period will be from October 1 through September 30 of each contract year. Annually, the Government will determine the award fee rating for the previously completed award fee period. The Government anticipates an award determination within 45 calendar days following the conclusion of the evaluation period.

Membership of the Performance Evaluation Board (PEB) will consist of the following:

1. Bankruptcy Noticing Program Manager (Chair)
2. Contracting Officer (CO)
3. Contract Officer Technical Representative (COTR)
4. Subcommittee of the Administrative Office's (AO) Bankruptcy Noticing Working Group (Working Group Chair and two representatives).

The Award Fee Determining Official (AFDO) for this contract will be the Chief, AO Bankruptcy Court Administration Division (BCAD).

3.0 EVALUATION CATEGORIES AND AWARD FEE VALUES

Determination of award fees will be based upon an evaluation by the Government of the effectiveness, innovation and quality of the Contractor's performance in the categories listed below.

3.1 Production of Paper Notices, including Production Bypass Notice, Certificates of Notice

The Contractor will be eligible for an award fee payment of \$100,000 if the Contractor retrieves court output, and correctly prepares and mails paper notices within the specified evaluation period, at an error rate of 0.25% or lower.

3.2 Electronic Bankruptcy Noticing (EBN)

3.2.1 Production and Distribution of Electronic Notices

The Contractor will be eligible for an award fee payment of \$100,000 if Contractor's retrieves, and correctly prepares and transmits notices electronically within the specified evaluation period, at an error rate of 0.25% or lower.

3.2.2 EBN Program Growth

The Contractor will be eligible for award fee payments for EBN program growth attributable to the Contractor's efforts. Measurement of growth will be based on a period-to-period comparison of the percentage of total notices that are transmitted electronically through the BNC program. The award fee will be based on the growth during the period and a deduction will be taken based on actual marketing, customer support, and customer support supervision expenses billed by the Contractor under Contract Line Item Numbers (CLINs) 9010, 9011, 9014 and 9015. This award fee is independent of any other award fee determination made in Section 3.2.1 above.

<u>EBN Program Increase</u>	<u>Award Fee</u>
5.0-9.9%	\$500,000 less half of support expenses
10.0 % and above	\$1,000,000 less half of support expenses

3.3 Customer Service

The Contractor will be eligible for award fee payments for its customer service efforts. Evaluation and award will be made based on overall average rating of the Annual Customer and Notice Recipient Surveys as specified in Section C.5.5.3.

<u>Customer Service Evaluation Criteria</u>	<u>Award Fee</u>
Average rating 8.0 - 8.9	\$50,000
Average rating 9.0 - 10.0	\$100,000

3.4 Other Operational and Economic Efficiencies

The Contractor will be eligible for award fee payments for post-contract award operational and economic efficiencies it introduces in the operation of the BNC program that are agreed to by the Government and result in quantifiable postage and/or contract cost savings, not to include savings attributable to EBN program growth. The Contractor will be eligible for payment of 50 percent of the initial 12 month calculated savings to the Government, capped at \$1 million. If the twelve-month period commences during the middle of an evaluation period, the Contractor shall provide the Government an interim report of savings provided to the Government by the end of the evaluation period.

The Government will only consider BNC program changes that do not result in increased contract pricing to determine eligible operational and economic efficiencies award fee payments.

4.0 PERFORMANCE RATINGS AND AWARD FEE DETERMINATION

The following is a brief summary of the Government's Award Fee determination methodology for this contract.

1. Within ten (10) calendar days after the end of each evaluation period, the Contractor shall provide the Government a written report that addresses each of the award fee evaluation categories and subcategories. The Contractor or Government may request a briefing to be held within 15 calendar days after the end of the evaluation period.
2. The Board will convene and prepare written recommendations considering the Contractor's report, briefing (if applicable), award fee criteria, and evaluations from individual members of the Board.
3. The Board Chairman will present the Board's report and recommended award fee amount to the AFDO.
5. The AFDO will review the Chairman's assessment and recommended award fee amount. The AFDO will determine the actual award fee amount awarded to the Contractor based on the Chairman's recommendations and supporting documentation. Written notification of the evaluation will be provided to the Contractor within 30 calendar days after the end of the evaluation period.
6. If the Contractor does not concur with the evaluation, the Contractor shall provide a written response to the AFDO with a copy to the CO indicating non-concurrence with the award fee determination within seven (7) calendar days of receipt of the written determination. The response shall clearly identify specific evaluation categories, factors, and issues. Following receipt of the Contractors' response, the AFDO will provide the CO with a final evaluation and determination of award fee, which will be forwarded to the Contractor.

7. Determinations of the AFDO with respect to the amount of the award fee are final and shall not constitute a dispute within the meaning of the clause of this contract entitled "Disputes".
8. Within 45 calendar days of the end of the evaluation period, the CO will issue a unilateral contract modification providing the award fee to the contractor.